



HOTEL LEVEL SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between the Parties who agree as follows:

1. **DEFINITIONS:** Capitalized terms are used as defined in this Agreement and in the Scope of Work attached as Exhibit A (the "SOW").
2. **SERVICES:** You agree to perform the Services with the highest level of professional skill, in accordance with industry standards and the terms of this Agreement.
3. **TERM:** This Agreement begins on the Effective Date and expires at the end of the Term, subject to earlier termination in accordance with this Agreement. If not specified in the SOW, the term will be month to month. This Agreement will automatically renew on a month-to-month basis until terminated in accordance with the terms of this Agreement.
4. **FEES & EXPENSES:** Subject to Hotel's acceptance of the Services and any work product you create for delivery to Hotel ("Deliverables") Hotel will pay the Fees. You are not eligible for any bonus, additional fees or other compensation. You will be responsible for out-of-pocket expenses incurred in connection with the Services, including travel expenses, food, and lodging. Hotel is entitled to deduct withholding tax or any other taxes or duties from the Fees or any other payments due to you as required by Applicable Laws. If withholding tax is deducted, Hotel will provide you with the relevant receipts.
5. **EQUIPMENT:** You will provide all equipment, materials and supplies necessary to perform the Services (the "Equipment") at your sole cost. Hotel may provide Equipment at its sole option. Storage of your Equipment and other personal property at the Premises is at your sole risk and we will not be liable for any loss or damage. Upon termination of this Agreement, you will immediately remove all of your Equipment and other personal property at your sole expense. You will reimburse Hotel for the replacement cost of the Hotel's Equipment that you damage or lose and any cost incurred in the removal of your Equipment and other personal property.
6. **REPRESENTATIONS, WARRANTIES, COVENANTS:** You represent, warrant and covenant that:

- A. you are duly organized, validly existing, in good standing and qualified to do business under Applicable Laws where you are formed and in any jurisdiction in which you operate;
- B. you have all requisite corporate power and authority to own and operate your assets, carry on your business and sign this Agreement;
- C. the person signing has the necessary authority and legal capacity to bind you;
- D. you have and will maintain throughout the Term all qualifications required to perform the Services; and
- E. with respect to the Deliverables:
 - a) no third party has any rights in, to or arising out of, the Deliverables and Hotel's use will not infringe any third party rights;
 - b) you have (i) the right to use any third party materials contained in the Deliverables, (ii) the right to sublicense such right in accordance with the terms of this Agreement, (iii) obtained all clearances and permissions as necessary for Hotel or Hilton Worldwide Holdings Inc. ("HWH") or any of its affiliates, subsidiaries, parent, shareholders or owners affiliates ("Affiliates" and collectively with HWH, "Hilton Worldwide") to exercise their rights as set forth in this Agreement, free and clear of liens, claims and encumbrances, and (iv) full power and authority to grant these licenses;
 - c) the Deliverables will be free and clear from material defects in design or workmanship and will meet all specifications and all other statements or claims found in any performance standards; any related documentation will fully describe the proper use and be suitable for a person of average intelligence to understand; and
 - d) the Deliverables will not contain any computer code that would (or enable you to) disable software or impair in any way its operation based upon the elapsing of time, exceeding a specified number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms.
- F. you will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Hotel or Hilton Worldwide, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation or any of Hotel's or Hilton World wide's policies.

hilton.com

Hilton & Hilton Garden Inn Bengaluru Embassy Tech Village
Block 8 - Hotel Building 2
Marathahalli - Sarjapur Outer Ring Road (ORR)
Bellandur, Bengaluru, 560103, Karnataka, India
T: +91 80 6911 2345
GST: 29AABCV4966E220
PAN: AABCV4966E

Managed by Hilton Hotels & Resorts
On behalf of Vikas Telecom Private Limited
VTPL Reg. Office
2nd Floor, Pinnacle Tower, Embassy One
8, Bellary Road, Ganganagar, Bengaluru, Karnataka - 560 032
CIN : U64202KA1992PTC083998

Page 1 of 9

Employee Background Verification_Goldquest

G. neither you nor your owners, shareholders, officers nor directors own or are controlled by a "Restricted Person", which is defined as (1) the government of any country subject to an embargo imposed by the United States Government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States Government, or (4) individuals or entities identified by a government or legal authority with whom you, the Hotel or Hilton Worldwide are prohibited or restricted from doing business including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. You will notify Hotel or Hilton Worldwide in writing immediately upon an occurrence of the above events.

H. funds received or paid in connection with entry into or performance of this Agreement have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that you are not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable anti-corruption laws. Should you learn that conduct has or may have occurred in violation of this provision; you will immediately notify Hotel or Hilton Worldwide.

I. the execution, delivery and performance of this Agreement will not violate, conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement to which you are a party or under any Applicable Laws.

7. INTENTIONALLY OMITTED.

8. **YOUR STATUS:** You will provide the Services exclusively as an independent contractor. You may not hold yourself out as the employee, agent, officer, director, or representative of Hotel or Hilton Worldwide. At all times, you and / or your representative will directly supervise and control your personnel including employees, agents or subcontractors (as permitted in accordance with this Agreement) in performing the Services and Hotel or Hilton Worldwide will have no direct management or employment relationship with such personnel. You will be solely

responsible for all payments related to your business and employees, agents, contractors and third-party suppliers, including all taxes, and will report all payments as an independent contractor. You will ensure your employees and agents comply with all terms of this Agreement and Hotel and Hilton World wide's rules and regulations. You will ensure employees, agents or subcontractors (as permitted in accordance with this Agreement) will undergo initial and periodic background checks and any required additional security checks if performing Services on the Premises.

9. **PUBLICITY:** You may not display or distribute any signs or notices upon the Premises without prior written approval of Hotel. You may not issue public announcements or press releases relating to Hotel or Hilton Worldwide without the prior written consent of the relevant Party.

10. **CONFIDENTIALITY:** You will treat all information and materials provided to you by the Hotel and/or Hilton Worldwide ("Confidential Information") as strictly confidential and with at least the same degree of care that you use to protect your own most valuable confidential and proprietary information. You may use Confidential Information only for the purpose of providing the Services. You will disclose or permit access to Confidential Information only to your employees and representatives who have a need to know the Confidential Information in order to provide the Services. You will be strictly liable for any disclosure or unauthorized use of Confidential Information by any person to whom you disclose the Confidential Information. Confidential Information does not include information that is publicly available, that you obtain from independent sources free of any obligation, other than through improper disclosure, or that you develop independently of and without reference to the Confidential Information. If you are required by law, rule or regulation or court order to disclose any Confidential Information, you will, where permitted by law, promptly notify the Hotel in writing prior to making any disclosure and will reasonably cooperate with any effort by the Hotel or Hilton Worldwide to obtain a protective order or other remedy. At the Hotel's request, you will promptly return or destroy all Confidential Information in your possession or control and certify the same to Hotel.

11. **PRIVACY:** If in providing the Services you have access to Personal Information (as defined in the Privacy Standards), you will comply with the Hilton Worldwide Privacy and Data



Employee Background Verification_Goldquest

Protection Standards for Service Providers (the "Privacy Standards"), posted at: <http://www.hiltondistribution.com/privacyanddataprotectionstandards.htm> and incorporated herein. You acknowledge that you have had the opportunity to view the Privacy Standards. If any of the terms of this Agreement conflict with the Privacy Standards, the provision more protective of the Hotel and Hilton Worldwide prevails. Hilton Worldwide will post amendments to the Privacy Standards at the foregoing URL or another URL provided by Hotel. Your continued performance of the Services after the posting of an amendment will constitute your agreement to comply with the amended Privacy Standards.

12. RESPONSIBLE SOURCING: You will comply with Hilton Worldwide' Responsible Sourcing Policy set forth at <http://ir.hilton.com/~media/Files/H/Hilton-Worldwide-IR-V3/committee-composition/responsible-sourcing-policy-march-2017.pdf>, incorporated herein and as may be amended from time to time, which outlines the standards expected of Hilton's suppliers. You acknowledge that you have had the opportunity to view the Responsible Sourcing Policy. If any of the terms of this Agreement conflict with the Responsible Sourcing Policy, the provision more protective of the Hotel and Hilton Worldwide prevails. Hilton Worldwide will post amendments to the Responsible Sourcing Policy at the foregoing URL or another URL provided by Hotel. Your continued performance of the Services after the posting of an amendment will constitute your agreement to comply with the amended Responsible Sourcing Policy.

13. INTELLECTUAL PROPERTY RIGHTS: You will disclose to Hotel any property in the Deliverables owned by third parties ("Third Party IP"). You will obtain all necessary licenses to all Third-Party IP. You hereby grant the Hotel a perpetual, fully-paid up, non-exclusive license to any Third-Party IP and any of your own intellectual property embedded in the Deliverables. If the SOW includes a Work Made for Hire (as defined below and in the SOW), you agree to Hilton World wide's standard terms and conditions with respect to Work for Hire & Assignment of Rights, attached to the SOW or available for review and inspection upon request.

A. Work-Made-For-Hire. All Deliverables are work-made-for-hire (as defined under Indian copyright law and Applicable Laws) and will be the Hotel's property. If any Deliverable cannot legally be work-made-for-hire, you hereby assign all right, title and interest in and to the Deliverables to the Hotel and agree to execute all

documents required to evidence and effect your assignment. The Hotel's rights in the Deliverables will include, without limitation, the rights to: (i) use the Deliverables in any manner the Hotel determines; (ii) alter or rearrange the Deliverables; (iii) secure copyright in the Deliverables; and (iv) sell or otherwise exploit the Deliverables.

B. Marks: You acknowledge that Hotel or Hilton Worldwide is the owner of all trademarks, trade names, service marks, copyrights and logos (collectively "Marks") that they provide to you in connection with the Services. You do not have any ownership rights in the Marks and may not use the Marks in any fashion without the express written consent of Hotel. You will not take (or fail to take) any action if it will result in a challenge to the validity of the Marks or ownership of the Marks. You will not (i) contest or deny the validity of, right or title to the Marks; (ii) encourage or assist others directly or indirectly to do so at any time; nor (iii) use the Marks in any manner that would diminish the value of the Marks or harm the reputation of Hotel or Hilton Worldwide. You have no right to authorize any third party to use the Marks. You will use the Marks in accordance with any guidelines and instructions provided by Hotel or Hilton Worldwide.

14. AUDIT: Hotel or Hilton Worldwide may examine and copy your books and records relating to the Services at any time during normal business hours and upon reasonable notice. You agree to maintain accurate accounting of all expenses incurred in connection with this Agreement.

15. LAWS, LICENSES AND REGULATIONS: You will comply with all applicable laws, regulations, codes, ordinances and rules (the "Applicable Laws") in connection with this Agreement. You will maintain at your expense all permits or licenses required to perform the Services.

16. LIENS: You will keep all Hotel property free and clear from all liens. Hotel may require as a condition to payment waivers or releases of liens or receipts in full and an affidavit that all such claims have been fully satisfied.

17. ASSIGNMENT, SUBCONTRACTING: You will not assign or subcontract your obligations under this Agreement, or encumber this Agreement without Hotel's prior written consent. Hilton Worldwide is the only third-party beneficiary to this Agreement and you agree that Hilton Worldwide has the right to directly enforce against you any obligations under this Agreement. This Agreement will inure



Employee Background Verification_Goldquest

to the benefit of and be binding upon the Parties and their respective successors and assigns. You are jointly and severally liable for the actions of your assignees and contractors. Hilton Worldwide may assign its rights under this Agreement to one or more of its successors in connection with any corporate reorganization without any action on the part of Provider, whereupon such entity or entities shall be substituted for and replace Hilton Worldwide wherever mentioned in this Agreement.

18. INDEMNIFICATION: You will defend, indemnify and hold harmless Hotel and Hilton Worldwide and their respective officers, directors, agents, contractors, employees (collectively referred to as the "Indemnitees"), against and from any and all allegations, demands, claims, liabilities, damages, or costs of any kind (including reasonable attorneys' fees), whether or not occurring during the Term ("Claims"), arising out of or in any way connected with (a) your breach of this Agreement, (b) your negligence or willful misconduct, or (c) your actual or alleged infringement of the rights of any person, including without limitation, copyright, patent, trade secret, trademark, privacy, publicity or other intellectual property laws. Any indemnitees against whom a Claim has been made may, by notice to you, require you to defend the Claim at your own expense and to reimburse the Indemnitees any amounts paid or payable, including reasonable attorney fees and costs.

19. INSURANCE: You will maintain insurance at your own cost continuously throughout the Term and during any period in which you perform the Services. The insurance will comply with the requirements attached as Exhibit B, which Hotel may update from time to time. On behalf of yourself and your insurers, you waive all rights against Hotel, Hilton Worldwide and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by your insurance regardless of deductibles, if any.

20. FORCE MAJEURE: Neither Party shall be liable for any loss or damage resulting from the delay or failure to comply with this Agreement to the extent that such delay or failure is caused by circumstances beyond that Party's ("Impacted Party") reasonable control, including but not limited to the following force majeure events ("Force Majeure Events"): Acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist acts, riot or other civil unrest; government order or law; actions, embargoes or blockades in effect on or after

the date of this Agreement; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances not caused by Impacted Party's own employees; and shortage of adequate power or transportation facilities. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, of the nature and duration of the Force Majeure Event and resume performance as soon as reasonably possible. If any condition constituting a Force Majeure Event continues for a period longer than ten (10) days, either Party may terminate this Agreement upon five (5) days' written notice.

21. TERMINATION: Hotel may terminate this Agreement for any reason upon thirty (30) days' written notice to you. The Hotel may terminate this Agreement immediately in the event:

- A. You breach this Agreement and you fail to cure your breach where such breach is capable of being cured within ten (10) days' of written notice of termination from Hotel;
- B. There is a material adverse change in your business or financial condition;
- C. You cease or threaten to cease doing business;
- D. There is a change of control over you without Hotel's consent;
- E. Applicable Laws may materially interfere with your ability to provide the Services;
- F. You violate any of the Confidentiality, Privacy or Laws, Licenses and Regulations provisions of this Agreement.

22. POST TERMINATION OBLIGATIONS: Upon termination of this Agreement, you will provide reasonable transition assistance to Hotel including providing all Deliverables and Services, fully or partially completed, in the format requested by Hotel, and cooperating with any successor service provider. If Hotel terminates this Agreement for cause, you will pay costs of transition.

23. REMEDIES: You acknowledge that Hotel's remedy at law for breach of this Agreement may be inadequate. You therefore consent to temporary and permanent injunctive relief and/or specific performance in any proceeding brought to enforce this Agreement, without the necessity of proof of actual damage, in addition to all other remedies under this Agreement or available at law. Hotel may at any time set off any of your liability to Hotel against any liability




Employee Background Verification_Goldquest

of Hotel to you, whether that liability is present or future, liquidated or unliquidated and whether or not liability arises under this Agreement.

24. MISCELLANEOUS:

A. Neither Party is the drafter of this Agreement and no provision will be construed against either Party as the drafter.

B. **Severance.** If any provision of this Agreement (other than concerning the payment or receipt of monies) is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect.

C. **Reformation.** If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, or the period of the obligation reduced in time, or the range of activities or area covered reduced in scope, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

D. To the extent any of these terms and conditions conflict or are inconsistent with or create ambiguities with a proposal from the Provider attached as an exhibit to this Agreement, these terms and conditions shall govern and control except where the Parties expressly agree to override a provision and clearly specify that provision.

E. Provisions intended to survive the expiration or earlier termination of this Agreement will survive the expiration or earlier termination of this Agreement.

25. NATURE OF AGREEMENT: This Agreement does not grant you any license, real estate or other interest in the Premises or the Hotel's assets. Your use of Premises is non-exclusive, fully revocable and only permitted to the extent required to perform the Services.

26. NOTICES: All notices to be given under this Agreement must be in writing and sent to the address specified on the SOW. Notices are effective the earlier of: (i) one (1) business day after being sent by next day delivery service; or (ii) three (3) business days after being sent by certified or registered mail.

27. MODIFICATION; ENTIRETY OF AGREEMENT: This Agreement is the full and complete understanding of the Parties regarding the Services and supersedes any prior written or oral agreements. This Agreement may only be modified by a subsequent writing executed by duly-authorized representatives of both Parties which

expressly states that it is a modification of this Agreement.

28. GOVERNING LAW AND VENUE: This Agreement is governed by and interpreted under the laws of the jurisdiction in which the Hotel is located. Any litigation arising out of or related to this Agreement will be filed in a court of competent jurisdiction in which the Hotel is located. The Parties unconditionally and irrevocably submit themselves to the exclusive jurisdiction of these courts.

29. COUNTERPARTS: This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement.



Employee Background Verification_Goldquest

THE PARTIES:

PROVIDER or "You" or "Your"

HOTEL

Entity Name: GOLDQUEST GLOBAL HR SERVICES PVT. LTD.

Hotel Owner Name: VIKAS TELECOM PVT. LTD.

For GoldQuest Global HR Services Pvt. Ltd.

d/b/a Hotel Name: Hilton and Hilton Garden Inn Bengaluru Embassy Tech Village


Jayakumar Vettu
CEO - Chief Executive Officer

Signed: _____

Signed:  _____

Name (Print):

Name (Print): MANISH KUMAR GARG

Title: CEO - 8754562623

Contact: Jay@goldquestglobal.in

e-mail:

Title: CLUSTER GENERAL MANAGER

DIRECTOR OF OPERATIONS

CLUSTER DIRECTOR OF HUMAN RESOURCES


CLUSTER DIRECTOR OF FINANCE

HEAD OF THE DEPARTMENT


CLUSTER PURCHASE MANAGER

EXHIBIT A

HOTEL LEVEL SERVICES AGREEMENT

SCOPE OF WORK

THIS SOW forms part of the Services Agreement by and between the parties set forth below (defined as "Provider" and "Hotel"). Provider and Hotel are collectively the "Parties" and individually, a "Party".

Provider	GOLDQUEST GLOBAL HR SERVICES PVT LTD NO-293/154/172 INDI QUBE GAMMA 1 4 TH FLOOR OUTER RING ROAD KADUGEESANAHALLI, MARATHALLI BANGALORE-37
Hotel	Vikas Telecom Pvt. Ltd. doing business as Hilton and Hilton Garden Inn Bengaluru Embassy Tech Village
Premises	Block 8- Hotel Building 1&2 Marathahalli -Sarjapur Outer Ring Road (ORR) Ballendur Bengaluru-560103 Karnataka
Effective Date	1 st January 2026
Term	The term of this Agreement will be for 1 year, beginning on the Effective Date and ending on 31 st December 2026. Thereafter, the Agreement will be considered to be on a month-to-month basis unless otherwise specified. All renewals must be on a month-to-month basis.
Primary contact for Provider	Provider shall appoint a representative who shall supervise and coordinate the performance of the Services and has the authority to bind the Provider, Contact Person: Mr. Manjunath , Contact: +919945891310/080-48663693, Email: manjunath@goldquestglobal.in
Primary contact for Hotel	Srinivasa Rao, Cluster Director of Human Resource, Tel: +91 80 6901 2345 / +91 80 6911 2345, Email: Srinivasa.Rao@Hilton.com Dillip Kumar Mohanty, Cluster Purchase Manager, Hilton Bangalore Embassy Golf Links, Tel: +91 80 6911 2345 Email: dillip.mohanty@hilton.com

- Description of the Services ("Services"):**
Agreement for HR Employee Background Verification
- Equipment and Materials Required.** Provider shall provide all equipment and materials required to perform the Services except as specifically set forth in this SOW.

In the event Hotel allows Provider to use Hotel's equipment and/or materials, Provider will inspect and take all risk associated with using Hotel's equipment and/or materials. Further, Provider waives any claim against the Indemnitees for any damages resulting from use of Hotel's equipment and/or materials and shall ensure that it will obtain similar waivers from its employees and/or contractors.

- Deliverables and timelines:** The following shall be the "Deliverables" under this Agreement: As mentioned in Scope of Service (provider's proposal)



4. Fees and Payments:

SL NO	DESCRIPTION	UNIT	QTY	RATE
1	EDUCATIONAL VERIFICATION	EACH	1.00	250.00
2	EMPLOYMENT VERIFICATION-HR (PER COMPANY)	EACH	1.00	200.00
3	EMPLOYMENT SUPERVISOR CHECK (PER COMPANY)	EACH	1.00	150.00
4	NATIONAL IDENTITY CHECK (PASSPORT, PAN, AADHAAR/DL /VOTER ID (PER ID)	EACH	1.00	150.00
5	ADDRESS VERIFICATION (PHYSICAL SITE VISIT)	EACH	1.00	300.00
6	WORLD CHECK GLOBAL DATA BASE CHECK (INDIA & GLOBAL INTERNATIONAL)	EACH	1.00	300.00
7	10 PANEL INSTA DRUG TEST	EACH	1.00	980.00
8	PROFESSIONAL REFERENCE CHECK	EACH	1.00	175.00
9	CRIMINAL RECORDS / ONLINE COURT RECORD CHECK	EACH	1.00	230.00
10	CIBIL CHECK / CREDIT VERIFICATION	EACH	1.00	230.00
11	POLICE VERBAL VERIFICATION WITH ADVOCATE NOTARY CONFIRMATION	EACH	1.00	230.00

- A. Fees: Hotel agrees to pay provider at actual monthly billing
 B. The provider has to Submit bill monthly basic on or before month end closure
 C. The Providers payment will be cleared within 60 days from the date of Bill Submission

5. Agreed amendment to the standard terms and Conditions:

- ❖ **Educational Verification:** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- ❖ **Prior Employment Verification:** confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire.
- ❖ **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- ❖ **Social Security Verification:** validates the applicant's Social Security number, date of birth and former addresses.
- ❖ **National Identity Check (Passport/PAN/Aadhar/DL/Voter ID):** Provider should verify required identity as per legal procedure.
- ❖ **Word Check/Global Database Check (India & Global - Internal):**
- ❖ **Criminal History:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction
 - The number (if more than one) of convictions.
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
- ❖ **CIBIL Check/Credit Verification:**
- ❖ **Police Verbal Verification with Advocate Notary Confirmation:**

Employee Background Verification_Goldquest

- ❖ The provider should provide accurate verification details/information of potential candidates or employee to hotel.

EXHIBIT B

HOTEL LEVEL SERVICES AGRFFMNT
PROVIDER INSURANCE REQUIREMENTS

At Provider's expense, Provider shall maintain insurance coverage of the following types continuously throughout the Term of this Agreement or during any period work is performed relating to this Agreement:

- (a) Occupational Injury Scheme (Worker's Compensation insurance) as required by local laws and regulations, and Employers' Liability insurance with a limit not less than US\$1,000,000 (or local currency equivalent) each accident for bodily injury, US\$1,000,000 (or local currency equivalent) each employee for bodily injury by disease, and US\$1,000,000 (or local currency equivalent) policy limit for disease, unless otherwise required by Applicable Laws.
- (b) General (Public) Liability insurance with a limit not less than US\$2,000,000 (or local currency equivalent) each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, advertising injury and liability assumed under an insured contract. Hotel and HWH (including its affiliates and subsidiaries, and each of their employees, agents and directors) shall be included as additional insured on this policy. If Provider's performance of the Services requires or involves the use of an auto on Premises, Provider shall carry commercial automobile (3rd Party Motor Vehicle) insurance with a limit not less than US\$1,000,000 (or local currency equivalent) each accident covering owned, scheduled, leased, hired or other autos. Hotel and HWH (including its affiliates and subsidiaries, and each of their employees, agents and directors) shall be included as additional insured on this policy.
- (c) If Provider's performance of the Services includes professional service or advice, which includes but is not limited to any form of professional consultation, Professional Liability insurance is required with a limit of not less than US\$1,000,000 (or local currency equivalent), including Errors And Omissions or equivalent coverage for liability arising out of media activities, as well as coverage for intellectual property infringement, defamation, misleading and deceptive conduct, and claims arising out of Provider's negligent or willful errors or omissions during the performance of the services. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.
- (d) If Provider's performance of Services includes conducting business over the internet or using electronic storage technology to access, store, manage or send Hotel or Hilton Worldwide's guest, employee or contractor related personal identifiable information or other confidential information, Cyber Liability insurance with a limit of not less than US\$1,000,000 (or local currency equivalent), including coverage for liability arising from data breach which may result in exposure, loss, theft or manipulation of data by a third party or employee of the insured. Insurance should cover expenses including notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties and loss resulting from identity theft. In addition, the policy should cover liability arising from website media content, data loss/destruction, computer fraud, funds transfer loss and cyber extortion.
- (e) At its option, Provider may purchase insurance to cover its personal property, including its tools and equipment. In no event shall Hotel be liable for any damage to or loss of personal property sustained by Provider, whether or not it is insured.
- (f) The insurance required above may be satisfied by any combination of primary, umbrella and/or excess insurance policies. Provider's insurance shall apply as primary to any other insurance or self-insurance available to Hotel. Provider waives on behalf of itself and its insurers all rights of subrogation against Hotel and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Provider's insurance regardless of any deductibles. Insurance companies affording the coverage required above shall have an A.M. Best rating (or internationally recognized equivalent) of not less than A / VII or any equivalent/similar grade applicable in the jurisdiction in which the Services are provided. Failure to maintain the required insurance may result in termination of this Agreement at Hotel's option. By requiring insurance herein, Hotel does not represent that coverage and limits will be adequate to protect Provider. The requirements contained herein shall not be construed in any manner to relieve or limit Provider's indemnification obligations for any loss or claim arising out of this Agreement.

Prior to the execution date of this Agreement or commencement of any activity contemplated under this Agreement, whichever is earlier, Provider shall furnish Hotel with certificate of insurance providing evidence of compliance with the above requirements. Written notice shall be delivered to Hotel thirty days prior to any Provider-made cancellation or material change of any insurance policy relevant to this Agreement or in accordance with policy provisions if such cancellation or material change is made by insurer.

